



# राजपत्र, हिमाचल प्रदेश

## हिमाचल प्रदेश राज्य शासन द्वारा प्रकाशित

मंगलवार, 10 मई, 2016 / 20 वैशाख 1938

हिमाचल प्रदेश सरकार

**MEDICAL EDUCATION DEPARTMENT**

**NOTIFICATION**

*Shimla-2, the 22<sup>nd</sup> April, 2016*

**HFW-B(B)2-2/2016.**—The Governor, Himachal Pradesh is pleased to frame the terms and conditions for the appointment of Professor, Associate Professor, Asstt. Professor, Tutors, Senior Residents and Junior Residents (on contractual basis) in the newly opened Government Medical Colleges in the State as per Annexure-I.

By order,  
(VINEET CHAUDHRY)  
*Addl. Chief Secretary (Health).*

**Terms and conditions for the appointment of Professor, Associate Professor, Asstt. Professor, Tutors, Senior Residents and Junior Residents (on contract basis) in the newly opened Government Colleges in the State of Himachal Pradesh**

1. The Professor/Associate Professor/Asstt. Professor/Tutor/Senior Resident/Junior Resident in the Department of Medical Education, H.P. will be engaged on contract basis initially for one year, which may be extendable on year to year basis.
2. The Professor/Associate Professor/Asstt. Professor/Tutor/Senior Resident/Junior Resident appointed on contract basis will be paid consolidated fixed contractual amount as mentioned in Annexure-A (which shall be a fixed amount of pay). An annual increase @ of 3% in contractual emoluments for the subsequent years will be allowed if contract is extended beyond one year and no other allied benefits such as senior/selection scales etc. shall be given.
3. The Addl. Chief Secretary/Pr. Secretary/Secretary (Health) to the Government of Himachal Pradesh will be appointing and disciplinary authority.
4. He /she will not be governed by the rules, regulations and orders in force from time to time as applicable to other government servants such as CCS (CCA) Rules, 1965 and CCS (Conduct) Rules, 1964 as are applicable in Himachal Pradesh.
5. Before submitting the report to the Government the contract appointee shall sign an agreement as per Annexure-B.
6. The service of the Contract Appointee will be purely on temporary basis. The appointment is liable to be terminated in case the performance/conduct of the contract appointee is not found satisfactory.
7. During the contract service, no advance will be given to him / her.
8. Contractual Appointee Professor/Associate Professor/Asstt. Professor/Tutor/Senior Resident/Junior Resident will be entitled for one day's casual leave after putting in one month service. However, the contract employee will also be entitled for 12 weeks Maternity Leave and 10 day's Medical Leave. He/She shall not be entitled for Medical Re-imbursement and LTC etc. No Leave of any other kind except above is admissible to the contractual appointee Professor/Associate Professor/Asstt. Professor/Tutor/Senior Resident/Junior Resident. Provided that the un-availed Casual Leave and Medical Leave can be accumulated upto the Calendar Year and will not be carried forward for the next Calendar Year.
9. Unauthorized absence from the duty without the approval of the Controlling Officer shall automatically lead to the termination from the contract. Contract Appointee shall not be entitled for contractual amount for the period of absence from duty.
10. Transfer of a contract appointee will be permitted from one place to another after putting three years of service at one place.
11. Selected candidate will have to submit a certificate of his/her fitness from Medical Board, DDU Hospital, Shimla-1. Woman candidate pregnant beyond 12 weeks will

stand temporarily unfit till the confinement is over. The woman candidate will be re-examined for the fitness.

12. Contract appointee will be entitled to TA/DA if required to go on tour in connection with his/her official duties at the same rate as applicable to regular officials at the minimum of pay scale.
13. The candidate engaged on contract basis under these Rules shall have no right to claim for regularization/ permanent absorption as Professor in the Department at any stage.
14. The appointment is provisional and is subject to the educational qualification and other certificates being verified through the proper channels and if the verification reveals that the claim to belong to reserve categories, as the case may be is false, the services will be terminated forthwith without assigning any further reasons and without prejudice to such further action as may be taken under the provisions of the Indian Penal Code for production of false certificate.
15. He/she will have to give a declaration to the effect that he/she has only one living spouse, if married.
16. He/she will have to take an oath of allegiance/faithfulness to the Constitution of India or making a solemn affirmation.
17. He/she will have to produce all the certificates in original at the time of joining this appointment.

#### ANNEXURE-A

A consolidated fixed contractual amount for the posts of Professor/Associate Professor/Asstt. Professor/ Lecturer/ Tutor/ Senior Resident/Junior Resident:--

Sl. No.	Name of the post	Fixed contractual salary per month
1.	Professor	Rs. 1,28,000/-
2.	Associate Professor	Rs. 1,25,000/-
3.	Asstt. Professor	Rs. 1,24,500/-
4.	Lecturer	Rs. 55,900/-
5.	Tutor/Senior Resident	1st Year Rs. 55,000/- 2nd Year Rs. 57,500/- 3rd Year Rs. 60,000/-
5.	Junior Resident	Rs. 36,000/-

#### ANNEXURE--B

**Form of contract/agreement to be executed between the \_\_\_\_\_ (Name of the post) and the Government of Himachal Pradesh through \_\_\_\_\_ (Designation of the Appointing Authority)**

This agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_. Between Sh. / Smt. \_\_\_\_\_ S/o/D/o Shri \_\_\_\_\_ R/o \_\_\_\_\_ Contract appointee (hereinafter called the FIRST PARTY), AND the Governor of Himachal Pradesh through \_\_\_\_\_ (Designation of the Appointing Authority) Himachal Pradesh (here-in-after the SECOND PARY).

Whereas, the SECOND PARTY has engaged the aforesaid FIRST PARTY and the FIRST PARTY has agreed to serve as a Professor/Associate Professor/Asstt. Professor/Tutor/Senior Resident/Junior Resident on contract basis on the following terms & conditions:--

1. That the FIRST PARTY shall remain in the service of the SECOND PARTY as an Professor for a period of 1 year commencing on day of \_\_\_\_\_ and ending on the day of \_\_\_\_\_. It is specifically mentioned and agreed upon by both the parties that the contract of the FIRST PARTY with SECOND PARTY shall ipso-facto stand terminated on the last working day i.e. on \_\_\_\_\_. And information notice shall not be necessary.

Provided that for-further extension / renewal of contract period the HOD shall issue a certificate that the service and conduct of the contract appointee was satisfactory during the year and only then the period of contract is to be renewed / extended.

2. The contractual amount of the FIRST PARTY will be as per Annexure-A per month.
3. The service of FIRST PARTY will be purely on temporary basis. The appointment is liable to be terminated in case the performance/conduct of the contract appointee is not found good or if a regular incumbent is appointed / posted against the vacancy for which the first party was engaged on contract.
4. Contractual Appointee Professor/Associate Professor/Asstt. Professor/Tutor/Senior Resident/Junior Resident will be entitled for one day's casual leave after putting in one month service. However, the contract employee will also be entitled for 12 weeks Maternity Leave and 10 day's Medical Leave. He/She shall not be entitled for Medical Reimbursement and LTA etc. No Leave of any other kind except above is admissible to the contractual appointee Professor. Provided that the un-availed Casual Leave and Medical Leave can be accumulated upto the Calendar Year and will not be carried forward for the next Calendar Year.
5. Unauthorized absence from the duty without the approval of the controlling Officer shall automatically lead to the termination of the contract. A contractual appointee will not be entitled for contractual amount for the period of absence from duty.
6. An official appointed on contract basis who have completed three years tenure at one place of posting will be eligible for transfer on need based basis wherever required on administrative grounds.
7. Selected candidate will have to submit a certificate of his/her fitness from a Government/Registered Medical Practitioner. In case of women candidates pregnancy beyond twelve weeks will render her temporarily unfit till the confinement is over. The women candidate should be re-examined for fitness from an authorized Medical Officer/Practitioner.
8. Contract appointee shall be entitled to TA/DA, if required to go on tour in connection with his/her official duties at the same rate as applicable to regular counter-part official at the minimum of pay scale.
9. The Employees Group Insurance Scheme as well as EPF/GPF will not be applicable to contractual appointee(s).

IN WITNESS the FIRST PARTY AND SECOND PARTY have herein to set their hands the day, month and year first, above written.

IN THE PRESENCE OF WITNESS:

1. \_\_\_\_\_

\_\_\_\_\_

(Name and Full Address)

(Signature of the FIRST PARTY)

2. \_\_\_\_\_

\_\_\_\_\_

(Name and Full Address)

IN THE PRESENCE OF WITNESS:

1. \_\_\_\_\_

\_\_\_\_\_

(Name and Full Address)

(Signature of the SECOND PARTY)

2. \_\_\_\_\_

\_\_\_\_\_

(Name and Full Address)

## IN THE HON'BLE HIGH COURT OF HIMACHAL PRADESH AT SHIMLA

### COMPANY PETITION NO. 15 OF 2014

In the matter of :-

M/S Oswal Alloys Private Limited (A Company incorporated under the Companies Act, 1956) Having its registered office at No.6, 2nd Main Road, Ramachandrapuram, Bangalore 560 021 through Sh. Rajendra Kumar Jain S/O Sh. Kewal Chand Manot, R/O No. 103, Ashok Residency 3rd Cross SSI Area, 6th Block Rajajinagar, Bangalore 560 010. . . *Petitioner.*

*Versus*

1. M/S Gilvert Ispat Private Limited (A Company incorporated under the Companies Act, 1956) Having its registered office at Village Buranwala, Post Office Barotiwala, Tehsil Kasauli, District Solan H.P. through its Director.
2. Umesh Moudgil, Director, M/S Gilvert Ispat Private Limited, (A Company incorporated under the Companies Act, 1956) Having its registered office at Village Buranwala, Post Office Barotiwala, Tehsil Kasauli, District Solan H.P. and Resident of 149, Industrial Area, Phase-II, Chandigarh UT.

Abhin Moudgil, Director, M/S Gilvert Ispat Private Limited, (A Company incorporated under the Companies Act, 1956) Having its registered office at Village Buranwala, Post Office Barotiwala, Tehsil Kasauli, District Solan H.P. and Resident of 149, Industrial Area, Phase-II, Chandigarh UT. . . Respondents.

Notice is hereby given that a petition for winding up of M/S Gilvert Ispat private Limited having its registered office at Village Buranwala, Post office Barotiwala, Tehsil Kasauli, District Solan H.P. by the High Court of H.P. at Shimla was on presented on 3-09-2014 to the Hon'ble High Court of H.P. by M/S Oswal Alloys Private Limited having its registered office at No.6, 2nd Main Road, Ramachandrapuram, Bangalore, 560 021 and the petition has been directed to be heard before the Hon'ble High Court of H.P. on 25-5-2016. Any creditors, contributory or other person desirous of supporting or opposing and making of an order on the said petition should sent to the petitioner or his Advocate notice of his intention signed by him or his advocate with his name and address, so as to reach petitioner or advocate of petitioner not later than five days before the date fixed for hearing of the company petition and appear at the hearing for the purpose in person or by his Advocate. A copy of the petition will be furnished by the undersigned to any creditors, contributory on payment of prescribed charges for the same. In affidavit to be used in opposing the petition should be filed in the court and copy served upon the petitioner or his advocate not less than 5 days before the date fixed for hearing.

(RAHUL MAHAJAN)

Advocate,

Chamber B-7, IInd Floor Car

Parking-cum-Commercial Complex,

Near H.P. High Court of H.P.